

Monmouth

A G R E E M E N T

Between

Allenhurst Borough
BOROUGH OF ALLENHURST,
(MONMOUTH COUNTY, NEW JERSEY)

and

P.B.A. LOCAL NO. 57 of the BOROUGH OF ALLENHURST
POLICE DEPARTMENT SECTION

January 1, 1979 through December 31, 1979

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PREAMBLE

THIS AGREEMENT entered into this _____ day of _____, 1979, by and between the BOROUGH OF ALLENHURST, in the County of Monmouth, New Jersey, a Municipal Corporation of the State of New Jersey, (hereinafter called the "Borough"), and P.B.A. LOCAL NO. 57 of the BOROUGH OF ALLENHURST, POLICE DEPARTMENT SECTION (hereafter called the "Association").

ARTICLE I

RECOGNITION

A. The Borough hereby recognizes the Association as the exclusive collective negotiation agent for all full-time police officers employed in the Police Department of the Borough, but excluding the Chief of Police, the Captain of Police, all professional, craft and clerical employees and all other Borough employees and supervisors within the meaning of the Act.

B. The title of police officer shall be defined to include the plural as well as the singular and to include male as well as female.

ARTICLE II
COLLECTIVE BARGAINING PROCEDURE

A. Collective negotiations with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agents of each of the parties.

B. Collective negotiations sessions shall be held at times and places mutually convenient at the request of either party and shall be held as frequently as may be necessary for the purpose of expediting the negotiations.

C. Not more than two (2) employees of the Borough who may be designated by the Association to participate in collective negotiations sessions will be excused from their work assignments without loss of regular straight time pay, if such sessions occur during their working hours. There shall be no interference with the normal operations of the Police Department.

D. Not more than three (3) representatives of the Borough and three (3) representatives of the Association shall participate in collective negotiations meetings. However, attorneys, if any, for the parties and the Borough Business Administrator shall not be included within the numbers referred to herein.

ARTICLE III
ASSOCIATION BUSINESS

A. Grievance Committee

The Borough shall permit members of the Association Grievance Committee of Allenhurst, consisting of two (2) patrolmen and one (1) superior officer of the Allenhurst Police Department, to conduct the business of the Committee, and the said superior officer shall be of the rank of Sergeant or Captain, which business consists of conferring with employees and management on specific grievances in accordance with the grievance procedure set forth herein, during the duty hours of the members, without loss of pay, provided the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty policemen to bring the Department to its proper effectiveness.

B. Negotiating Committee

The Borough shall permit members of the Association Negotiating Committee of Allenhurst to attend collective bargaining meetings during the duty hours of the members. However, only two (2) members of such Committee shall be permitted to attend such meetings without loss of pay.

C. Convention Committee

The Borough agrees to grant the necessary time off without loss of regular straight time pay to the President of the Association, if he be from the Borough of Allenhurst, and

such other members of the Association selected as delegates, if they be from the Borough of Allenhurst, not to exceed two (2), including the President, to attend the annual State of New Jersey Policemen's Benevolent Association convention as provided under N.J.S.A. 11:26C-4.

ARTICLE IV

DISCRIMINATION AND COERCION

A. There shall be no discrimination, interference or coercion by the Borough or any of its agents against the employees represented by the Association because of membership or non-membership or activity in the Association. The Association and its agents shall not intimidate or coerce employees into membership nor shall they discriminate or interfere against employees because of their membership or non-membership or activity in the Association.

B. Neither the Borough nor the Association shall discriminate against any employees represented by the Association because of race, creed, color, age, sex or national origin.

ARTICLE V
SICK LEAVE - PAGE 7

A. Sick leave is defined as any absence from duty because of illness or accident not arising out of an employee's course of employment and may be used by an employee for personal illness and also for illness of his spouse and child, which requires his attendance upon the ill member, quarantine restriction, pregnancy or disabling injuries.

B. All permanent full-time employees of the Police Department, on an annual salary, shall be entitled to sick leave with pay. Permanent full-time employees shall be granted sick leave for illness of his spouse and child not to exceed three (3) days total in any calendar year. Permanent full-time employees herein referred to on an annual salary, shall be granted sick leave, at the discretion of the Police Commissioner, for illness of his mother or father, not to exceed three (3) days total in any calendar year. However, the total sick leave granted for said relatives (spouse, child, mother and father) shall not exceed three (3) days total in any calendar year.

C. Amount of Sick Leave

1. Minimum sick leave with pay shall accrue to any full-time permanent employee on the basis of (1) working day per month during the remainder of the first calendar year of employment after initial appointment, and fifteen (15) working days every calendar year thereafter.

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2. Every amount of sick leave not used in any calendar year shall accumulate to the employee's credit from year to year, to be used if and when needed for such purpose.

3. All permanent full-time employees of the Police Department shall receive accumulated sick leave credit at the rate of fifteen (15) days per year for each year of permanent full-time service, commencing with the first month of permanent appointment, minus, however, the amount of sick leave days taken by said employee up to and including the date of this Agreement. All sick leave shall be paid for at the prevailing rate of pay that the employee is receiving at the time existing when sick leave is taken.

4. Upon retirement, each permanent full-time employee shall receive one-half ($\frac{1}{2}$) of his accumulated sick leave time, subject to and conditioned upon, however, that said employee shall receive not more than sixty (60) working days full pay at the rate of pay existing on the date of said employee's retirement.

ARTICLE VI
INJURY LEAVE

A. Whenever a member of the Association is incapacitated from duty because of a physical injury sustained in the performance of his duty, he shall receive his salary less such amounts as shall accrue or be paid to said injured member by Workmen's Compensation benefits. This said salary shall continue during the term and period of temporary compensation benefits as authorized by the Workmen's Compensation Statutes of the State of New Jersey. At its option, the Borough may pay to the employee either his entire salary and then be reimbursed by the employee immediately upon receipt of each Workmen's Compensation check, or the Borough may pay to the employee the difference between the Workmen's Compensation check and his regular straight time salary.

B. Any permanent or partial payment award made to said employee by any Workmen's Compensation Court, or any other Court of competent jurisdiction, shall be and remain the property of the said employee and shall not be reimbursed to the employer.

C. Any employee covered under the provisions of this Agreement, shall, as soon as practicable, but in no event later than five (5) days after a physical injury has occurred, file a Workmen's Compensation Petition. Failure to do so shall render this said provision for payment of salary void, and said salary shall cease forthwith.

D. The provisions herein recited in the event of a physical injury to a member of the Association shall not exceed the term or period of one (1) year from the onset of said physical injury. The time wherein said member of the Association is not permitted or is unable, by reason of certification by a Borough physician, to perform such duties as shall be directed by the Chief of Police, or his designee, resulting from the said physical injury, shall not be charged against sick leave of the said Association member.

E. The Borough retains the right in its discretion to extend the period of payment referred to in all of the sections hereinbefore recited, due to illness or injury, beyond the term of one (1) year if permitted by law.

F. In the event a disagreement arises with respect to the existence or extent of a job-connected disability, such issue shall be determined by a physician agreed to by both parties to this Agreement, and the cost of same shall be borne equally by both parties to this Agreement. In the event the parties are unable to agree upon a physician under the terms of this Section, such dispute shall be submitted to the Monmouth County Medical Association for the appointment of a physician.

ARTICLE VII
WORKING HOURS

A. Overtime hours as hereinbefore or hereinafter referred to shall consist of time worked over and above the employee's base forty (40) hour work week. Overtime shall be approved by the Chief of Police or his designee, and overtime shall also consist of emergency duty when the employee is called back or recalled for duty by the Chief of Police or his designee. Any member of the Association herein referred to who shall be required to work overtime as hereinbefore referred to, or who shall be required to work after having completed his normal and usual work week, shall be paid at the rate of time and one-half for such additional time exceeding the said normal and usual work week commencing January 1, 1979. In the event a member of this Association shall be called back for emergency duty, such employee member shall receive not less than one (1) hour overtime pay at the rate hereinbefore referred to.

B. Overtime compensation pay at the rate set forth in this Article will be paid to any member of the Association for the following:

1. Required attendance as part of official duties at any Court or Administrative Body or Tribunal, excepting that time which shall constitute the usual and normal police officer's regular tour hours of duty or citizens' civil complaints against citizens.

Article VII - WORKING HOURS (continued):

C. All accumulated overtime up to and including one hundred (100) hours shall remain and be available for use by each of the employees herein. All overtime over one hundred (100) hours that may be accumulated shall be paid to the employee in cash, and this, if due, shall be paid in the next succeeding pay check.

ARTICLE VIII

VACATIONS

A. Annual vacation leave with pay shall be earned and computed as of the anniversary date of the employee's appointment.

B. After the first full year of employment, annual vacation leave with pay shall be prorated in the event the employee shall not have completed a full year of service prior to the termination of his employment.

C. Annual vacation leave with pay shall be granted in accordance with the following schedule:

1. One (1) to eleven (11) years - twelve (12) days.
2. Eleven (11) to sixteen (16) years - fifteen (15) days.
3. Sixteen (16) to twenty-one (21) years - seventeen (17) days.
4. Twenty-one (21) years and over - twenty (20) days.

D. All references to vacation leave and the amount of days therein shall refer to "working days".

ARTICLE XIX

DEATH IN FAMILY

A. A permanent employee shall be granted time off without loss of regular straight time pay, not to exceed three (3) days, concluding with the day after the funeral, in the event of a death of his mother, father, spouse or child. In the event of a death of his brother or sister, he shall be granted time off without loss of regular straight time pay not to exceed one (1) day.

B. The Borough may require reasonable proof of such death.

ARTICLE X

HOLIDAYS

A. The following shall be recognized as holidays under this Agreement:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veterans Day
Memorial Day	Thanksgiving Day
July 4th (Independence day)	Christmas Day
Founder's Day	

B. The holidays above referred to shall be paid in cash to the employees, subject, however, that at the time of assignment of vacations to each employee, the said employee shall be permitted to accept payment for all of the holidays in cash, or shall be permitted to add six (6) of the holidays to the vacation of the employee, with the balance of five (5) holidays in 1979.

ARTICLE XI

HOSPITALIZATION AND INSURANCE

A. The Borough shall continue to provide existing hospitalization and insurance coverage in accordance with present practices. The Borough pays the full cost of Blue Cross, Blue Shield and major medical insurance under the New Jersey Health Benefits group program for all full-time employees. In addition, the Borough pays the full cost of group life insurance for all full time members of the Police Department.

B. The Borough may, at its option, change any of the foregoing insurance coverage or carriers so long as substantially similar benefits are provided.

ARTICLE XII

CLOTHING ALLOWANCE

A. A clothing and maintenance allowance in the amount of Four Hundred Dollars (\$400.00) per year shall be given by the Borough to all full-time members of the Association. The moneys aforesaid shall be paid to each member of the Association within (30) days after final adoption of the municipal budget. If the employee's service is terminated before completing of a full year of service after receipt of the aforesaid clothing allowance, the Borough shall be reimbursed pro rata by the employee.

B. In the event that all or any part of the present uniform is changed by Borough action, then such changes shall be borne by the Borough and not be considered as part of the yearly Four Hundred Dollar (\$400.00) clothing allowance and maintenance allowance.

ARTICLE XIII

FALSE ARREST AND LIABILITY INSURANCE

A. The Borough will continue to provide false arrest and liability insurance for employees covered under this Agreement in the sum of not less than Five Hundred Thousand (\$500,000.00) Dollars per incident for liability arising out of bodily injury or property damage for which the insured is held legally liable. Any bodily injury or property damage arising out of a wilful violation of a penal statute or ordinance committed by or with the consent or knowledge of any insured and any intentional act of wanton neglect is excluded. This coverage is only for employees covered under this Agreement in the scope of their duties as employees of the Borough of Allenhurst.

B. Where a member of the Police Department is made a defendant in any suit or other legal proceeding arising out of the performance of police duty, or out of any incident arising in the line of such duty, the Borough shall provide legal aid for the defense of such suit or other legal proceeding. The employee shall have the right to engage an attorney licensed to practice in the State of New Jersey of his own choice for the defense of such suit or other legal proceeding subject to the prior approval of the Borough. In the event the employee shall be found innocent of such suit or other legal proceeding, or the same shall be dismissed, the Borough shall pay for all reasonable legal costs incurred by the employee in the suit or proceeding. In the event the

employee shall be found guilty in any suit or legal proceeding arising out of and in the course of his duties, then said employee shall pay for all of the legal costs incurred.

C. The Borough shall not provide an employee covered under this Agreement with counsel for his defense in a disciplinary proceeding instituted against him by the Borough or any criminal proceeding instituted as a result of a complaint on behalf of the Borough.

ARTICLE XIV
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate supervisor.

B. Definition

The term grievance as used herein means the interpretation, application or violation of policies, agreements or administrative decisions affecting the terms and conditions of employment and may be raised by an individual, the Association on behalf of an individual or group of individuals, or the Borough.

STEP ONE:

The President of the Association, or other duly designated representative of the Allenhurst Police Department, shall present and discuss the grievance or grievances orally with the Police Chief, or his duly designated representative, within ten (10) working days of the occurrence giving rise to the grievance. Otherwise, said grievance shall be deemed settled. The Police Chief, or his duly designated representative, shall answer the grievance within ten (10) working days from the date of its presentation.

ARTICLE XIV - GRIEVANCE PROCEDURE (continued):

STEP TWO:

If the grievance is not resolved at Step One or if no answer has been received by the Association within the time set forth in Step One and only if the grievance concerns an alleged violation of the Agreement, then the Association shall present the grievance in writing within fifteen (15) working days to the Police Chief with copies to the Borough Business Administrator and Police Commissioner. The presentation shall set forth the position of the Association. The Police Chief shall answer the grievance in writing within fifteen (15) working days after receipt of said grievance.

C. Grievances initiated by the Borough shall be filed directly with the Association within fifteen (15) days of the occurrence of the grievance, or receipt of notification of the incident(s) which constitutes the grievance. Failure to act within said fifteen (15) working days shall be deemed to constitute an abandonment of the grievance. A meeting shall be held within fifteen (15) days after filing a grievance between representatives of the Borough and the Association, in an earnest effort to adjust the differences between the parties.

STEP THREE:

If the grievance is not resolved at Step 2 or if no answer has been received by the Association within the time set forth in Step 2, the grievance, if permitted by law, may be presented in writing to the Police Commissioner within ten (10) working days. The final decision of the Police Commissioner shall be given to the Association in writing within fourteen (14) days after receipt of the grievance by the Police Commissioner.

STEP FOUR:

9 If the grievance has not been settled by the parties at Step 3

of the grievance procedure, or if no answer in writing by the Police Commissioner has been received by the Association within the time provided in Step 3, the aggrieved party shall have the right to make a firm choice of submitting such grievance to arbitration and the Arbitrator shall be selected pursuant to the rules of the New Jersey State Board of Mediation.

b. The Arbitrator shall be bound by the provisions of this Agreement and the Laws and cases of New Jersey and of the United States and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the Arbitrator shall be final and binding upon the parties.

c. The cost for the services of the Arbitrator shall be borne equally by the Borough and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

ARTICLE XV

SALARY

A. The annual basic salary for each of the classifications shown for the period designated shall be as follows: Every patrolman shall receive the sum of seven per cent (7%) added to his existing ^{basic} salary for the year 1979.

B. Sergeants shall receive the sum of seven per cent (7%) added to the existing ^{basic} salary for the year 1979.

C. Detective Personnel shall receive an additional Three Hundred Fifty (\$350.00) Dollars for the year 1979 above the comparable rank of Uniformed Officers.

D. Juvenile Assignments by Police Officers shall receive the sum of Two Hundred (\$200.00) Dollars per annum for the year 1979 above the comparable rank of Uniformed Officers.

E. Each breathalyzer operator shall receive an additional One Hundred (\$100.00) Dollars per annum for the year 1979 above the comparable rank of Uniformed Officers.

ARTICLE XVI

LONGEVITY

A. The present longevity program shall be continued for the life of this Agreement.

1. The permanent full-time employees shall receive a longevity increment in addition to their base salary or compensation to the extent that they qualify under the terms and conditions of the longevity plan hereinafter set forth.

2. Beginning in 1970 and for all subsequent years longevity shall accrue at the rate of one-half of one percent of current base salary per service year. This longevity increment shall be prorated on an annual basis beginning on the first of the month in which the employees' service anniversary occurs. However, no such increment shall be paid until the employee shall have accrued five years of longevity; as of the first of the month in which the employee's fifth anniversary occurs a longevity increment equal to 2-1/2% of annual base salary shall be prorated on an annual basis and paid to the employee as an addition to salary.

No longevity shall accrue after the employee's 30th service anniversary..

3. Employees who have completed five years or more of service as of January 1, 1970 shall receive a longevity increment for prior service, to be computed and paid as follows:

The increment shall be one-half of one percent multiplied by the number of full years of service as of January 1, 1970 applied to the base salary of 1969.

One-third of this increment shall be prorated on an annual basis and paid to the employee as an addition to base salary for 1970, two-thirds of this increment shall so prorated and paid as an addition to base salary for 1971, and the full amount of this increment shall so prorated and paid as an addition to base salary for 1972 and thereafter.

4. All longevity increments computed under this plan shall be rounded off to the nearest dollar. If the fraction is exactly 50/100 the higher dollar shall be used.

ARTICLE XVI-A

The items listed hereinafter are past practices the benefits of which have been received and are at the date of this Agreement still being received by the employees herein referred to, and the same shall continue as heretofore.

1. Two (2) fifteen (15) minute breaks during the working shift and one (1) thirty (30) minute meal break during the working shift.
2. Mileage for use of Patrolmen's personal vehicles for Department's business shall be at the rate of .15 cents per mile, and the same shall be covered by insurance of the employer while in such use.
3. The Borough shall pay for one (1) Policeman's hat per year.
4. The Borough shall purchase at the Borough's cost and expense, guns, belt and holster, name tags and badges whenever the same are needed for replacement and for other reasons required to properly perform the services required of the employee.
5. All uniforms or portions thereof, damaged in the performance of duty shall be replaced by the Borough at the Borough's cost and expense. This item is not and shall not be deemed to be part of the allowance for clothing recited within the terms of this said agreement.
6. Anything herein contained to the contrary notwithstanding, all prior past practices shall be deemed to be included in this Agreement although not written out at length.

ARTICLE XVII

OUTSIDE EMPLOYMENT

A. All requests for police-related outside employment with or without uniform during the off-duty hours shall be made to the Chief of Police or his designee, who shall have the right to approve or disapprove said request.

ARTICLE XVIII

PERSONNEL FILES

A. No materials or writings relating to an employee's conduct or service shall be placed in the said employee's personnel file prior to the employee having an opportunity to see such materials or writings. The employee shall initial such materials or writings signifying that he has seen them.

B. The employee may, in the event he disagrees with the contents of the materials or writings so indicate and furnish supporting proofs, if any, within ten (10) days after he has seen the writings or materials.

C. Employees shall have a right, at reasonable times, to examine their personnel files.

ARTICLE XIX
MANAGEMENT RIGHTS

A. The Borough of Allenhurst hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibility conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey, and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Borough Government and its properties and facilities, the activities of its employees;

2. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

3. To suspend, demote, discharge, or take any other disciplinary action for good and just cause according to law.

B. In the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Borough, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the

Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40 and 40A, or any other national, state, county, or local laws or regulations as they pertain to municipal government.

ARTICLE XX

SAVINGS CLAUSE

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXI

COMPLETENESS OF AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such issue, whether or not covered by this Agreement, and whether or not within the knowledge of contemplation of either or both parties at the time they negotiated and signed this Agreement.

ARTICLE XXII
TERM AND RENEWAL

A. This Agreement shall be in full force and effect as of January 1, 1979, and shall remain in effect to and including December 31, 1979.

B. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, in accordance with the New Jersey Employer-Employee Relations Act, or a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Allenhurst, New Jersey, on this _____ day of _____, 1979

P.B.A. LOCAL NO. 57 of
the BOROUGH OF ALLENHURST
POLICE DEPARTMENT SECTION

BOROUGH OF ALLENHURST,
MONMOUTH COUNTY, NEW JERSEY

By: _____

By: _____

WITNESS:

WITNESS: